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Attorneys for Defendants

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA - SOUTHERN DIVISION

NICKOLAS TSUI and WILLIAM
LUGO, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

UNIVERSAL SERVICES OF
AMERICA, LP, ALLIED UNIVERSAL
TOPCO LLC, ALLIED UNIVERSAL
BENEFITS COMMITTEE, and JOHN
AND JANE DOES 1-10,

Defendants.

Case No. 8:22-cv-01158-JWH-JDE

**[PROPOSED] JOINT
STIPULATED PROTECTIVE
ORDER**

Judge: Hon. John W. Holcomb
Ctrm: 9D

Complaint Filed: June 13, 2022

1 The parties have stipulated to the entry of this Protective Order in regard to
2 certain information and data related to class members provided during the settlement
3 administration process. This material includes any and all documents, information,
4 and data provided to the Settlement Administrator during the settlement
5 administration process. The parties agree that the above-described documents and
6 information, including electronically stored information, should be given the
7 protection of an order of this Court to prevent irreparable harm through disclosure
8 to persons other than those persons involved in the prosecution or defense of this
9 litigation.

10 THEREFORE, FOR GOOD CAUSE SHOWN, IT IS HEREBY ORDERED,
11 ADJUDGED, and DECREED that the following Protective Order shall govern any
12 information and data related to class members provided to the Settlement
13 Administrator during the settlement administration process in the above-captioned
14 matter, as follows:

15 1. **Definitions and Designation of Protected Material.** “Protected
16 Material” means any document, including any document (of any type, in any format)
17 produced that contains information subject to protection under Federal Rule of Civil
18 Procedure 26(c), including personal, financial, and business information relating to
19 the defendants, the defendants’ benefit plans, the settlement terms, and information
20 required for settlement administration in this case. Any party or non-party may
21 designate Protected Material as confidential pursuant to this Protective Order by
22 identifying such Protected Material as “CONFIDENTIAL” in transmittal
23 communications, on the face of a document, in the file name of the document, or
24 other method as reasonable to identify the Protected Material subject to protection.

25 2. **Limitations on Use.** Protected Materials and their contents, as well as
26 copies, summaries, notes, memoranda and computer databases relating thereto, shall
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1 be used solely for the purpose of the settlement administration process, shall remain
2 confidential, and shall not be disclosed or used for any purpose other than
3 effectuating the settlement of this action, except with the prior written consent of the
4 party or other person originally designating a document as Protected Material, or as
5 hereinafter provided under this Order. Any other use is prohibited.

6 **3. Access to Protected Material.** Notwithstanding paragraph 2,
7 Protected Material may be disclosed to the parties to this action; to the counsel of
8 record for the parties to this action who are actively engaged in the settlement
9 administration of this litigation; to the partners, associates, secretaries, paralegal
10 assistants, and employees of such an attorney to the extent reasonably necessary to
11 render professional services in regards to the settlement of this litigation; to experts
12 retained by parties or their counsel in this matter; to persons with prior knowledge
13 of the documents or the confidential information contained therein, and their agents;
14 and to court officials involved in this litigation. Nothing in this Order shall preclude
15 the disclosure by a party of Protected Materials that it has produced, or preclude the
16 disclosure by any party of publicly available documents or information.

17 All persons other than counsel, the parties, the Court, and Court personnel
18 must execute the Written Undertaking attached to this Order prior to receiving
19 Protected Information, attached hereto as **Exhibit A**.

20 **4. Jurisdiction of Court.** Each person executing the Written Undertaking
21 submits to the jurisdiction of this Court for the purposes of enforcement of this
22 Order, either prior to or following the completion of this action. Jurisdiction of this
23 action is to be retained by this Court after final determination for purposes of
24 enabling any party or persons affected by this Order to apply to the Court at any time
25 for such direction or further decree as may be appropriate for the construction or
26 enforcement of this Order or for such additional relief as may become appropriate.

1 **5. Challenging Confidentiality Designations.** In the event that another
2 party disagrees with a designation of any document or information as confidential,
3 the objecting party shall advise counsel for the designating party, in writing, of the
4 objection and identify the document or item with sufficient specificity to permit
5 identification. Within 10 days of receiving the objection, the designating party shall
6 advise the objecting party's counsel whether the designating party will change the
7 designation of the document or item. If this cannot be resolved between the parties,
8 then the dispute will be presented to the Court by motion or otherwise. During the
9 pendency of any such motion, the designated document or item shall continue to be
10 treated as a Protected Material and subject to the provisions of this Order. On the
11 hearing of any such motion, the burden shall be on the designating party to establish
12 that the designated document or item should be deemed confidential.

13 **6. Inadvertent Disclosure of Protected Material.** If a producing party
14 inadvertently or unintentionally produces to a receiving party any document or
15 information without marking it as Protected Material pursuant to paragraph 1, the
16 producing party shall, within 30 days of the discovery of the inadvertent production,
17 give notice to the receiving party in writing and thereafter the receiving party shall
18 treat the document as Protected Material. Such inadvertent or unintentional
19 disclosure shall not be deemed a waiver in whole or in part of the producing party's
20 claim of restriction either as to specific documents and information disclosed or on
21 the same or related subject matter.

22 **7. Inadvertent Disclosure of Privileged Material.** All inadvertent
23 disclosures of information or Documents that are privileged or otherwise immune
24 from discovery shall be subject to the requirements and procedures detailed in
25 Federal Rule of Evidence 502(b) and Federal Rule of Civil Procedure 26(b)(5)(B).
26 The receiving party shall return such inadvertently produced Documents, including
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1 all copies, within 10 calendar days of receiving a written request. The party returning
2 such inadvertently produced Documents may thereafter seek reproduction of any
3 such Documents pursuant to applicable law.

4 **8. Other Proceedings.** If another court or an administrative agency
5 subpoenas or orders production of Protected Material which a party has obtained
6 under the terms of this Order, such party shall promptly notify the party or other
7 person who designated the document as confidential of such subpoena, order or other
8 legal process.

9 **9. Survival and Obligations upon Termination.** The obligations
10 imposed by the Protective Order shall survive termination of this action. Within 90
11 days after final conclusion of all aspects of this litigation, Protected Material and all
12 copies of same (other than exhibits of record) either shall be destroyed or returned
13 to the producing party. In the event that Protected Materials are produced in
14 electronic form, or are put into electronic form by the receiving party with the
15 consent of the providing party, then the receiving party shall delete all electronic
16 copies of Protected Material from all computer systems, disks, and other electronic
17 medium and devices. All counsel of record shall make certification of compliance
18 herewith and shall deliver the same to counsel for the party who produced the
19 documents not more than 120 days after final termination of this litigation. The
20 Clerk may return to counsel or destroy any Protected Materials in its possession.

21 **10. Further Modification.** Any party may apply to the Court for a
22 modification of this Protective Order, and nothing in this Protective Order shall be
23 construed to prevent a party from seeking such further provisions enhancing or
24 limiting confidentiality as may be appropriate.

25 **11. Limitation of Order.** This Order is meant to govern the exchange of
26 information relating to the parties' settlement. If, for any reason, the parties'
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1 Settlement Agreement terminates, is deemed null and void, or is of no force or effect,
2 then the parties may move the Court for a protective order to govern the exchange
3 of information in normal course of discovery.

4
5 Dated: February 6, 2025

Respectfully submitted,

6 /s/ Erich Schork

7 Robert Ahdoot (SBN 172098)
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23 *Counsel for Plaintiffs and the Proposed Class*

24
25 Dated: February 12, 2025

/s/ Richard J. Pearl

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40 *Attorneys for Defendants*

FILER ATTESTATION

I, Richard J. Pearl, pursuant to L.R. 5-4.3.4(a)(2)(i), hereby attest that all other signatories listed above, and on whose behalf this stipulation is submitted, concur in the filing's content and have authorized the filing.

Dated: February 12, 2025

/s/ Richard J. Pearl

Exhibit A

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3 1. I acknowledge that I am about to receive confidential information
4 supplied by a party to this litigation.

5 2. I have read the Protective Order governing the restricted use of
6 confidential information in this litigation, a copy of which order has been provided
7 to me. I understand the Protective Order and agree to abide by it.

8 3. I will not utilize any Protected Material or other information subject to
9 the Protective Order for any purpose other than the settlement administration process
10 of this litigation. I further affirm that I will not reveal the confidential information
11 to, nor discuss it with, anyone, except in accordance with the terms of the Protective
12 Order.

13 4. I understand unauthorized disclosures of Protected Material or their
14 substance constitute contempt of court.

15 5. At the termination of this litigation, I will return all documents marked
16 "Confidential," as well as any copies, summaries or abstracts of them, and
17 documents related to them, whether in hard copy, electronic, or digitized format, to
18 the attorney providing confidential materials to me.

19 6. I submit to the jurisdiction of the United States District Court for the
20 Central District of California, as necessary to enforce the provisions of the Protective
21 Order.

22 Dated: _____

23 Signature _____

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25 Printed Name _____

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27 Address _____

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City, State, Zip

Telephone Number